

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

THOSE CHARACTERS FROM CLEVELAND, LLC.,)	
)	Case No.: 20-cv-3631
Plaintiff,)	
)	Judge Gary Feinerman
v.)	
)	
THE INDIVIDUALS, CORPORATIONS,)	
LIMITED LIABILITY COMPANIES,)	
PARTNERSHIPS AND UNINCORPORATED)	
ASSOCIATIONS IDENTIFIED ON SCHEDULE A)	
HERETO,)	
)	
Defendants.)	

FINAL JUDGMENT ORDER

This action having been commenced by THOSE CHARACTERS FROM CLEVELAND, LLC. (collectively “Plaintiff” or “Care Bears”) against the defendants identified in the attached First Amended Schedule A and using the Defendant Domain Names and Online Marketplace Accounts (collectively, the “Defendant Internet Stores”), and Plaintiff having moved for entry of Default and Default Judgment against the defendants identified in Amended Schedule A attached hereto (collectively, the “Defaulting Defendants”);

This Court having entered upon a showing by Plaintiff, a temporary restraining order and preliminary injunction against Defaulting Defendants which included a domain name transfer order and asset restraining order;

Plaintiff having properly completed service of process on Defaulting Defendants, the combination of providing notice via electronic publication or e-mail, along with any notice that Defaulting Defendants received from domain name registrars and payment processors, being notice reasonably calculated under all circumstances to apprise Defaulting Defendants of the

pendency of the action and affording them the opportunity to answer and present their objections; and

None of the Defaulting Defendants having answered the Complaint or appeared in any way, and the time for answering the Complaint having expired;

THIS COURT HEREBY FINDS that it has personal jurisdiction over Defaulting Defendants since Defaulting Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, Defaulting Defendants are reaching out to do business with Illinois residents by operating one or more commercial, interactive Defendant Internet Stores through which Illinois residents can purchase products bearing counterfeit versions of Care Bears Trademarks and Copyrights.

THIS COURT FURTHER FINDS that Defaulting Defendants are liable for willful trademark infringement and counterfeiting (15 U.S.C. § 1114, et seq.), false designation of origin (15 U.S.C. § 1125(a)), copyright infringement (17 U.S.C. § 501) and violation of the Illinois Uniform Deceptive Trade Practices Act (815 ILCS § 510, et seq.).

IT IS HEREBY ORDERED that Plaintiff's Motion for Entry of Default and Default Judgment is GRANTED in its entirety, that Defaulting Defendants are deemed in default and that this Final Judgment is entered against Defaulting Defendants.

IT IS FURTHER ORDERED that:

1. Defaulting Defendants, their affiliates, officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, by, through, under, or in active concert with them be permanently enjoined and restrained from:
 - a. using the Care Bears Trademarks or Copyrights or any reproductions, counterfeit copies or colorable imitations thereof in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not

- a genuine Care Bears Product or is not authorized by Plaintiff to be sold in connection with the Care Bears Trademarks or Copyrights;
- b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Care Bears Product or any other product produced by Plaintiff, that is not Plaintiff's or is not produced under the authorization, control or supervision of Plaintiff and approved by Plaintiff for sale under the Care Bears Trademarks or Copyrights;
 - c. committing any acts calculated to cause consumers to believe that Defaulting Defendants' products are those sold under the authorization, control or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff;
 - d. further infringing the Care Bears Trademarks or Copyrights and damaging Plaintiff's goodwill;
 - e. otherwise competing unfairly with Plaintiff in any manner;
 - f. shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Plaintiff, nor authorized by Plaintiff to be sold or offered for sale, and which bear any of the Care Bears Trademarks or Copyrights or any reproductions, counterfeit copies or colorable imitations thereof;
 - g. using, linking to, transferring, selling, exercising control over, or otherwise owning the Online Marketplace Accounts, the Defendant Domain Names, or any other domain name or online marketplace account that is being used to sell or is the means by which Defaulting Defendants could continue to sell Counterfeit/Infringing Products; and
 - h. operating and/or hosting websites at the Defendant Domain Names and any other domain names registered or operated by Defaulting Defendants that are involved with

the distribution, marketing, advertising, offering for sale, or sale of any product bearing the Care Bears Trademarks or Copyrights or any reproduction, counterfeit copy or colorable imitation thereof that is not a genuine Care Bears Product or is not authorized by Plaintiff to be sold in connection with the Care Bears Trademarks or Copyrights.

2. The domain name registries for the Defendant Domain Names, including, but not limited to, VeriSign, Inc., Neustar, Inc., Afiliat Limited, CentralNic, Nominet, and the Public Interest Registry, within five (5) business days of receipt of this Order, shall, at Plaintiff's choosing:
 - a. permanently transfer the Defendant Domain Names to Plaintiff's control, including unlocking and changing the registrar of record for the Defendant Domain Names to a registrar of Plaintiff's selection, and the domain name registrars shall take any steps necessary to transfer the Defendant Domain Names to a registrar of Plaintiff's selection; or
 - b. cancel the registrations for the Defendant Domain Names and make them inactive.
3. Those in privity with Defaulting Defendants and with actual notice of this Order, including any online marketplaces such as iOffer and Alibaba Group Holding Ltd., Alipay.com Co., Ltd. and any related Alibaba entities (collectively, "Alibaba"), social media platforms, Facebook, YouTube, LinkedIn, Twitter, Internet search engines such as Google, Bing and Yahoo, web hosts for the Defendant Domain Names, and domain name registrars, shall within five (5) business days of receipt of this Order:
 - a. disable and cease providing services for any accounts through which Defaulting Defendants engage in the sale of counterfeit and infringing goods using the Care

Bears Trademarks or Copyrights, including any accounts associated with the Defaulting Defendants listed in Amended Schedule A attached hereto;

- b. disable and cease displaying any advertisements used by or associated with Defaulting Defendants in connection with the sale of counterfeit and infringing goods using the Care Bears Trademarks or Copyrights; and
 - c. take all steps necessary to prevent links to the Defendant Domain Names identified in Amended Schedule A from displaying in search results, including, but not limited to, removing links to the Defendant Domain Names from any search index.
- 4. Pursuant to 15 U.S.C. § 1117(c)(2), Plaintiff are awarded statutory damages from each of the Defaulting Defendants in the amount of one hundred thousand dollars (\$100,000) for willful use of counterfeit Care Bears Trademarks or Copyrights on products sold through at least the Defendant Internet Stores.
 - 5. Aliexpress and Alipay shall, within five (5) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.
 - 6. All monies currently restrained in Defaulting Defendants' financial accounts, including monies held by Aliexpress and Alipay, are hereby released to Plaintiff as partial payment of the above-identified damages, and Aliexpress and Alipay is ordered to release to Plaintiff the amounts from Defaulting Defendants' Amazon accounts within ten (10) business days of receipt of this Order.
 - 7. Until Plaintiff has recovered full payment of monies owed to it by any Defaulting Defendant, Plaintiff shall have the ongoing authority to serve this Order on Aliexpress

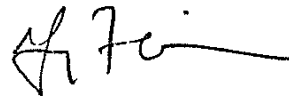
and Alipay in the event that any new Amazon accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, Aliexpress and Alipay shall within five (5) business days:

- a. Locate all accounts and funds connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites, including, but not limited to, any Aliexpress and Alipay accounts;
 - b. Restrain and enjoin such accounts or funds from transferring or disposing of any money or other of Defaulting Defendants' assets; and
 - c. Release all monies restrained in Defaulting Defendants' Aliexpress and Alipay accounts to Plaintiff as partial payment of the above-identified damages within ten (10) business days of receipt of this Order.
8. Until Plaintiff has recovered full payment of monies owed to it by any Defaulting Defendant, Plaintiff shall have the ongoing authority to serve this Order on any banks, savings and loan associations, or other financial institutions (collectively, the "Financial Service Providers") in the event that any new financial accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, the Financial Service Providers shall within five (5) business days:
- a. Locate all accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites;
 - b. Restrain and enjoin such accounts from receiving, transferring or disposing of any money or other of Defaulting Defendants' assets; and
 - c. Release all monies restrained in Defaulting Defendants' financial accounts to Plaintiff as partial payment of the above-identified damages within ten (10) business days of receipt of this Order.

9. In the event that Plaintiff identifies any additional online marketplace accounts, domain names or financial accounts owned by Defaulting Defendants, Plaintiff may send notice of any supplemental proceeding to Defaulting Defendants by e-mail at the email addresses identified in Exhibit 1 to the Declaration of Sean Gorman and any e-mail addresses provided for Defaulting Defendants by third parties.
10. The ten thousand-dollar (\$10,000) surety bond posted by Plaintiff, including any interest minus the registry fee, is hereby released. The Clerk of the Court is directed to return the surety bond previously deposited with the Clerk of the Court to Plaintiff or its counsel.

This is a Final Judgment.

Dated: December 17, 2020

A handwritten signature in black ink, appearing to read "G. Feinerman", written over a horizontal line.

The Honorable Gary Feinerman
United States District Court Judge

AMENDED SCHEDULE A

Doe	Seller Name
1	1981 Store
2	2LC Store
3	A Side Store
4	aa65AS2019 Store
5	AB Shop Store
6	AccFulee BasicFlagship Store
7	AccFulee Official Store
8	Aiweising Global Source (HK) Co.,Ltd
9	Aplus Digital Franchised Store
10	Arvin Boratat Digital Store
11	AShop123456 Store
12	BIGBIG World Store
13	Bonnie Online
14	BORND0 Digital Store
15	Cartoonpet Store
16	Censi 3c Store
17	chenysbd 3c Store
18	Chito Digital Store
19	ClearLove727 Store
20	COMD 02 Store
21	COMD 03 Store
22	DIYCASE47 Store
23	ewau33 Store
24	FashinoShop Store
25	Fashion Phone Accessories Co. Ltd
26	FENGYU Store
27	GlamPhoneCaseShop Store
28	GOOYIYO Official Store
29	Gurioo Official Store
30	GYKZ Store
31	hani
32	Haozhengqian Store
33	huanhuangadgets50 Store
34	HyunShell Store
35	jamular OfficialFlagship Store
36	Jasmina Store
37	JeanDiy Store
38	JIEYU02 Store
39	jieyukeji Store
40	JoyCare Store
41	JRcute Store
42	Jun 5252203 01 Store
43	Junzee Store
44	LuckinessCase Store

45	LUYIYANGDA PhoneAccessory Store
46	Lzxc Store
47	ManaCASE Store
48	MaxGear Official Store
49	MieYangYou Store
50	Ming Yue Store
51	Minxin Factory Store
52	Mobile Phone Accessories & Parts Store
53	MUKing Store
54	MY Excellence YI Store
55	N1986N Official Store
56	NI NI 520 Store
57	NI NI C ase Store
58	NiceKing PhoneCase Store
59	Null Store
60	OceanWorld Store
61	OFFeier Store
62	One2Slay Store
63	Phone&Tablet Accessories Store
64	Pretty Cute cute trand Store
65	PrettyWorld Store
66	QINUO 3C Store
67	QINUO Outlet Store
68	QQCase Store
69	RACHEL7 Store
70	Rawston Store
71	Reayou Store
72	Saige Factory Store
73	Samba27 Store
74	SecondSpace Store
75	SFCase Store
76	ShenZhen ET Digital Mall
77	Shop1973166 Store
78	Shop2179015 Store
79	Shop3114017 Store
80	Shop3617129 Store
81	Shop4380045 Store
82	Shop4811018 Store
83	Shop5057127 Store
84	Shop5124047 Store
85	Shop5144021 Store
86	Shop5204037 Store
87	Shop5241033 Store
88	Shop5400010 Store
89	Shop5496124 Store
90	Shop5514108 Store
91	Shop5589188 Store
92	Shop5607128 Store

93	Shop5619282 Store
94	Shop5626172 Store
95	Shop5630270 Store
96	Shop5780609 Store
97	Shop5792890 Store
98	SiliconeCase Store
99	Sision Co., L. Store
100	SmartMobile Accessories Store
101	SoHappy Store
102	soinmy Mammon Store
103	Sprites House Store
104	StitchMax Store
105	Strive678912 Store
106	SuperFashion Ruth Store
107	THE END PhoneCover Store
108	the GreatSnail Store
109	The Power of Dreams Store
110	TZEON Official Store
111	UZMLI Global Store
112	VColors Store
113	ViewFar Merry Store
114	Welcome DropShip DropShip Store
115	winwinsales39 Store
116	woyang Store
117	YKX Tech CO LTD Store
118	Yongsheng Phone accessories store Store
119	yuan46 Store
120	ZCase Store
121	Ze Ru co., LTD. Store
122	Zhengqian Store
123	Classicaltshirts Store
124	Customisedtshirt Store
125	All Family
126	Qiqiang Trading Company Ltd. Store
127	Shop5082176 Store
128	Children's Digest Store
129	KEKEXIHAOZ Children's factory Store
130	chencc Store
131	Shop5361242 Store
132	B&Lfashion Store
133	Bdghdgwlw Mascot Costume Factory Store
134	chenmumu Store
135	Chronic Store
136	GHH07 Store
137	ha deng Store
138	ka ka Store
139	kupao Store
140	MMMLIFE Store

141	Shop5058255 Store
142	Shop5139014 Store
143	Shop5482072 Store
144	Shop5562077 Store
145	Shop5584129 Store
146	Shop5617061 Store
147	Shop5626248 Store
148	Shop5627115 Store
149	Shop5629213 Store
150	Shop5637207 Store
151	Shop5743274 Store
152	Shop5783176 Store
153	Shop5784743 Store
154	Shop5786416 Store
155	Shop5787050 Store
156	Shop5791080 Store
157	Shop5792177 Store
158	Shop5797127 Store
159	harry1 Store
160	Joyce wholesales Store
161	KimXY Resin & ribbon Store
162	L & X COLLECTIONS WHOLESALE STORE
163	OnceUponATime Store
164	Shop216466 Store
165	Shop4251011 Store
166	Shop934787 Store
167	topribbons Store
168	backdrop outlet Store
169	GFUITRR Printed Store
170	Luna backdrop Store
171	photo background backdrops Store
172	photo background Store
173	Sensfun background Store
174	TAIBO photography backdrops Store
175	Anime Fanatic Store
176	BJYXSZD Store
177	bud Store
178	LECO-official Store
179	RC Future Plush Store
181	AliExpres Store
182	FORUDESIGNS Drop Ship Store
183	FORUDESIGNS WORKSHOP store
184	instantarts Official Store
185	Kui Liu Official Store
186	Charms World
187	Helena's store
188	JewelryFindings Store
189	RockyCharmy Store

190	Vintage Jewelry Factory
191	Ribboncrafts Store
192	Shop1803396 Store
193	Shop622948 Store
194	YJHSMY Official Store
195	Aimee: Store
196	earlfamily Official Store
197	Eason chan Store
198	glass cabochons Store
199	Hand Stamped Store
200	bingoinflatables
201	BingoQiMO inflatables design factory Store